



S/N 10/659,919

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	KREUTER	Examiner:	UNKNOWN
Serial No.:	10/659,919	Group Art Unit:	UNKNOWN
Filed:	SEPTEMBER 11, 2003	Docket No.:	02968.0215USU1
Title:	REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS		

CERTIFICATE UNDER 37 CFR 1.10:

"Express Mail" mailing label number: EV408489648US
Date of Deposit: September 17, 2004

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By: 
Name: David Ortiz

PETITION UNDER 37 C.F.R. §1.47(b)

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Applicants respectfully petition the Commissioner under 37 CFR 1.47(b) to allow this application to proceed without the signature of the named inventor, Ruediger Kreuter.

The application papers, including a copy of the specification, claims, drawing, preliminary amendment and a Combined Declaration and Power of Attorney, were provided to Mr. Kreuter for execution in order to complete this application. The application papers were sent by Federal Express, Tracking No. 792653383152, to Mr. Kreuter's last known address of:

Heinrich-Delp-Str. 290
64297 Darmstadt
Germany

09/20/2004 HVDONG1 00000138 10659919

02 FC:1460

130.00 OP

A copy of a letter dated June 2, 2004 that accompanied the application papers is enclosed. The letter bears Tracking No. 792653383152. The application papers were delivered to and accepted at Mr. Kreuter's last known address on June 4, 2004, as indicated on the enclosed Federal Express tracking report for Tracking No. 792653383152.

Mr. Kreuter, who is a former employee of Contec and DataCard Corporation, was under an obligation to assign all rights in the invention to the Company, defined in his employment agreement as Contec and DataCard Deutschland GmbH (hereinafter "DC Germany"), at the time of the invention. DC Germany is a wholly owned subsidiary of DataCard Corporation as stated in the Snook Declaration. As a result, DataCard Corporation has sufficient proprietary interest in the above-referenced application.

As of the date of this petition, the executed application papers have not been received from Mr. Kreuter, as indicated in the attached Snook and Larson declarations.

Applicants respectfully submit that the period of time that has elapsed since the application papers were presented to Mr. Kreuter for execution, along with Mr. Kreuter's present law suit against DataCard as indicated in Snook declaration, should be construed as a refusal by Mr. Kreuter to execute to the Combined Declaration and Power of Attorney.

Please find enclosed the petition fee of \$130.00. Charge any other fee that may be necessary in consideration of this petition, to Merchant & Gould deposit account no. 13-2725.

If a telephone conference would be helpful in resolving any issues concerning this communication, please contact Applicants' primary attorney-of record, James A. Larson (Reg. No. 40,443), at 612.336.4708.

Respectfully submitted,

MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
(612) 332-5300

Dated: September 17, 2004

By 
James A. Larson
Reg. No. 40,443



Merchant & Gould

An Intellectual Property Law Firm

3200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota
55402-2215 USA

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Direct Contact 612.336.4708
 jlarson@merchant-gould.com

A Professional Corporation

June 2, 2004

Mr. Rüdiger Kreuter
Dipl.-Ing.
Heinrich-Delp-Str. 290
64297 Darmstadt
GERMANY

Via Federal Express
Tracking No. 792653383152

Re: Our Ref. No. 2968.215USU1
DataCard Ref. No. 502.249USU1
U.S. Patent Application No. 10/659,919 for:
REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS

Dear Mr. Kreuter:

Our firm represents DataCard Corporation (DataCard) in various intellectual property matters, including the above-referenced U.S. patent application in which you are named as an inventor.

We respectfully request your cooperation in this application and your signature on the required application papers. I have enclosed copies of the following application papers and I have indicated which ones we ask that you sign and return.

Application Serial No. 10/659,919

- 1) A copy of the application as filed including the specification, claims, and drawings;
- 2) A copy of the Combined Declaration and Power of Attorney for this application - **Please review, sign and date this document, and return to me;**
- 3) A copy of an Assignment for this application - **Please review, sign and date this document, and return to me.**

Minneapolis/St. Paul
Denver
Seattle
Atlanta
Washington, D.C.

June 2, 2004

Page 2

We request that you return the signed documents by JUNE 17, 2004. A prepaid envelope is enclosed for your use in returning the signed documents. After this date, we will assume that you refuse to cooperate in these matters.

I look forward to receiving the executed documents from you shortly. Please contact me if there are questions.

With kind regards,



James A. Larson

Enclosures: as stated above

cc: Cassandra Voigt, DataCard Corporation
Andrea Snook, DataCard Corporation
Michael D. Schumann, Merchant & Gould P.C.

From: Origin ID: MICA (612) 336-4734
 LISAR. HILL
 MERCHANT & GOULD
 3200 IDS CENTER
 80 SOUTH 8TH STREET
 MINNEAPOLIS, MN 55402
 UNITED STATES



SHIP TO: 49615194750 BILL SENDER
Rudiger Kreuter
Dipl.-Ing.
Heinrich-Delp-Str. 290
Darmstadt, 64297
GERMANY DE

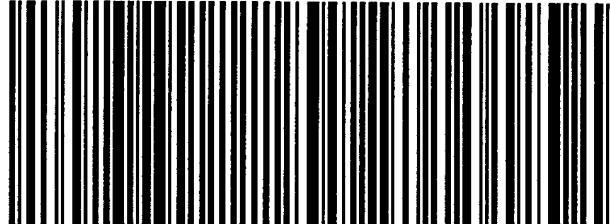
Ship Date: 02JUN04
 Actual Wgt: 1 LB
 System#: 1012837/INET1800
 Account#: S *****
 Total Weight: 1 LB
 REF: 02968.0248USWO
 DESC-1: legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 SED: NDR30.55(h)
 COUNTRY MFG:
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 0.00 USD
 T/C: S 055413398 DT: S 055413398
 SIGN: LISAR. HILL
 EIN/VAT:

IP ENVELOPE

TRK# 7926 5338 3152 FORM 0430
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Tracking number 792653383152
 Signed for by F.KREUTER
 Ship date Jun 2, 2004
 Delivery date/time Jun 4, 2004 9:59 am

Reference number 02968.0248USWO
 Delivered to Recipient
 Delivery location DARMSTADT DE
 Service type Priority Envelope

Date/Time	Status	Location	Comments
Jun 4, 2004	9:59 am Delivered	DARMSTADT DE	
	8:27 am On FedEx vehicle for delivery	RODGAU DE	
	7:27 am Arrived at FedEx Destination Location	RODGAU DE	
	6:08 am Package status	FRANKFURT DE	In transit in destination country
	12:17 am Package status	FRANKFURT DE	Released for Delivery
	12:12 am Package status	FRANKFURT DE	Package available for clearance
Jun 3, 2004	8:48 pm Arrived at FedEx Ramp	PARIS FR	
	4:10 am Left FedEx Sort Facility	INDIANAPOLIS IN	
	4:10 am Left FedEx Sort Facility	INDIANAPOLIS IN	
	12:42 am Arrived at Sort Facility	INDIANAPOLIS IN	
Jun 2, 2004	10:14 pm Left FedEx Ramp	MINNEAPOLIS MN	
	9:07 pm Arrived at FedEx Ramp	MINNEAPOLIS MN	
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From
 To

Add a message to this email.

O I P E
S/N 10/659,919

PATENT

SEP 17 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KREUTER Examiner: UNKNOWN
Serial No.: 10/659,919 Group Art Unit: UNKNOWN
Filed: SEPTEMBER 11, 2003 Docket No.: 02968.0215USU1
Title: REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS

CERTIFICATE UNDER 37 CFR 1.10:

"Express Mail" mailing label number: EV408489648US
Date of Deposit: September 17, 2004

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By: 

Name: Andrea H. Snook

DECLARATION BY ANDREA SNOOK IN SUPPORT OF FILING
ON BEHALF OF NONSIGNING INVENTOR UNDER 37 C.F.R. § 1.47(b)

I, Andrea H. Snook, declare as follows:

1. I am currently employed as General Counsel and Secretary of DataCard Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 11111 Bren Road West, Minnetonka, Minnesota 55343,
2. Ruediger G. Kreuter is the sole named inventor in the above-referenced application. The signature of Mr. Kreuter on the Combined Declaration and Power of Attorney is required to complete the application.
3. Mr. Kreuter was employed as Chief Executive Officer of Contec Gesellschaft fur Industrie-Elektronik (hereinafter "Contec") and a Vice-President of DataCard Corporation (hereinafter "DCC") Government Solutions Group, effective January 1, 2001. Redacted copies of relevant pages of an employment contract with Mr. Kreuter are enclosed herewith.

4. As indicated on page 1 of the employment agreement, DataCard Deutschland GmbH (hereinafter "DC Germany") is the sole shareholder of Contec.
5. DC Germany is a wholly owned subsidiary of DCC.
6. As evidenced by section 6 (page 5) of the employment agreement, Mr. Kreuter was under an obligation to assign all rights to inventions to "the Company", which is defined on page 1 of the employment agreement as Contec with DC-Germany as the sole shareholder.
7. Mr. Kreuter's employment was terminated on or about April 25, 2003. As of the date of this Declaration, Mr. Kreuter has sued DCC over his termination of employment.
8. A letter was sent by Federal Express to Mr. Kreuter on June 2, 2004. The letter indicated that copies of the application papers and a Combined Declaration and Power of Attorney document accompanied the letter.
9. A copy of the aforementioned Combined Declaration and Power of Attorney with Mr. Kreuter's signature has not been received by me as of the date of this Declaration.
10. I have been advised that Mr. Kreuter has not returned the signed Combined Declaration and Power of Attorney to our outside counsel, Merchant & Gould P.C. Since the signed Combined Declaration and Power of Attorney has not been returned, and in view of Mr. Kreuter's dispute with DCC, it is my conclusion that Mr. Kreuter's silence and actions constitute a refusal to sign the declaration.
11. A filing date for the above-identified patent application is necessary to preserve the rights of DCC with respect to the invention described and claimed.

12. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such false statements may jeopardize the validity of the application or any patent issued thereon.

9/17/04
Date

Andrea H. Snook
Andrea H. Snook



This

EMPLOYMENT CONTRACT

is entered into as of the first day of January, 2001, by and between

Contec Gesellschaft für Industrie-Elektronik, Verfahrens- und Regelungstechnik mbH,
Darmstadt, represented by its sole shareholder DataCard Deutschland GmbH, Heerdter
Lohweg 87, 40549 Düsseldorf, represented by its Managing Directors Mr. Gregory Thom
and Mrs. Lou Davenport.

- in the following "Company" -

and

DataCard Corporation, Minnetonka, USA, represented by its President Mr. Jerry Johnson
- in the following "DCC" -

and

DataCard Deutschland GmbH, Heerdter Lohweg 87, 40549 Düsseldorf, represented by its
Managing Director Mrs. Martina Krzyzostaniak.

- on the one hand -

and

Mr. Rüdiger Günter Kreuter, Heinrich-Delp-Straße 290, 8, 64297 Darmstadt.

- in the following "Mr. Kreuter" -

- on the other hand -

§ 1 DUTY AND AUTHORITY

- 1) Mr. Kreuter will be employed as Chief Executive Officer of the Company with effect
of the 1st day of January 2001 and as Vice President, DCC Government Solutions
Group.

§ 6 INVENTIONS

- 1) Mr. Kreuter shall be obliged to inform the Company and DCC of all protectible and non-protectible including improvements of computer software inventions which he should make during the term of his employment with the Company. The Company shall compensate Mr. Kreuter for such inventions in accordance with the provisions of the German law on inventions made by employees (Gesetz über Arbeitnehmererfindungen), dated July 25, 1957, as amended (ArbNErfG), including the Guide Line dated July 20, 1959. The commissions described in Section 8 shall be deemed full and fair consideration pursuant to the preceding half sentence and the ideas of the parties; if the commissions pursuant to Section 8 are judged insufficient, they shall be subtracted from the consideration due pursuant to this Section 6. Mr. Kreuter hereby assigns all rights to these inventions to the Company, he shall inform the Company on any invention and assist the Company in obtaining industrial property rights.
- 2) The rights of the Company on these inventions according to this Contract shall not be affected by changes or the termination of this Contract.

Düsseldorf, 4. December, 2000

**DataCard Deutschland GmbH as sole shareholder of
Contec Gesellschaft für Industrie-Elektronik,
Verfahrens- und Regelungstechnik mbH,**

(Greg Thom) (Lou Davenport)

DataCard Corporation

(Jerry Johnson)

DataCard Deutschland GmbH

1. *kytos lauiak*

(Martina Krzyzostaniak)

Rüdiger Günter Kreuter



S/N 10/659,919

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	KREUTER	Examiner:	UNKNOWN
Serial No.:	10/659,919	Group Art Unit:	UNKNOWN
Filed:	SEPTEMBER 11, 2003	Docket No.:	02968.0215USU1
Title:	REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS		

CERTIFICATE UNDER 37 CFR 1.10:

"Express Mail" mailing label number: **EV408489648US**

Date of Deposit: **September 17, 2004**

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By: 

Name: **David Ortiz**

DECLARATION BY HEINER BOHNSACK

I, Heiner Bohnsack, declares as follows:

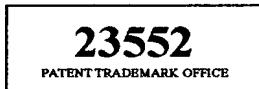
1. I am currently Managing Director of Contec GmbH, a subsidiary of DataCard Corporation (DataCard).
2. On and prior to September 19, 2001, I was employed by DataCard in Germany in DataCard's Government Solutions Group (GSG).
3. Prior to September 19, 2001, I worked closely with Mr. Ruediger Kreuter and I had a close dialog with Mr. Kreuter.
4. Due to my close working relationship and dialog with Mr. Kreuter prior to September 19, 2001, I became familiar with his work, including the technology that is the subject of the above-referenced patent application. I have reviewed a copy of the above-referenced patent application.

5. It is my belief that Ruediger Kreuter invented the technology that is the subject of the above-referenced patent application while he was employed by Contec.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such false statements may jeopardize the validity of the application or any patent issued thereon.

September 9/2004
Date


Heiner Bohnsack





S/N 10/659,919

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	KREUTER	Examiner:	UNKNOWN
Serial No.:	10/659,919	Group Art Unit:	UNKNOWN
Filed:	SEPTEMBER 11, 2003	Docket No.:	02968.0215USU1
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By: 

Name: David Orth

AUTHORIZATION OF DATACARD

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I am General Counsel and Secretary of DataCard Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 11111 Bren Road West, Minnetonka, Minnesota 55343.

I hereby authorize Dennis J. Warwick to sign the declaration for the above-referenced patent application on behalf of DataCard Corporation.

Andrea H. Snook

Printed Name


Andrea H. Snook

Signed

General Counsel and Secretary
Title

9/17/04

Date

SEP 17 2004

MERCHANT & GOULD P.C.

United States Patent Application

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor I hereby declare that: my residence, post office address and citizenship are as stated below next to my name; that

I verily believe I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS

The specification of which

a. is attached hereto
 b. was filed on September 11, 2003 as application serial no. 10/659,919 and was amended on (if applicable) (in the case of a PCT-filed application) described and claimed in international no. filed and as amended on (if any), which I have reviewed and for which I solicit a United States patent.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on the basis of which priority is claimed:

a. no such applications have been filed.
 b. such applications have been filed as follows:

FOREIGN APPLICATION(S), IF ANY, CLAIMING PRIORITY UNDER 35 USC § 119

COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	DATE OF ISSUE (day, month, year)

ALL FOREIGN APPLICATION(S), IF ANY, FILED BEFORE THE PRIORITY APPLICATION(S)

COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	DATE OF ISSUE (day, month, year)

I hereby claim the benefit under Title 35, United States Code, § 120/365 of any United States and PCT international application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. APPLICATION NUMBER	DATE OF FILING (day, month, year)	STATUS (patented, pending, abandoned)

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below:

U.S. PROVISIONAL APPLICATION NUMBER	DATE OF FILING (Day, Month, Year)
60/412,267	September 20, 2002

I acknowledge the duty to disclose information that is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56 (reprinted below):

§ 1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim;

or

- (2) It refutes, or is inconsistent with, a position the applicant takes in:
 - (i) Opposing an argument of unpatentability relied on by the Office, or
 - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

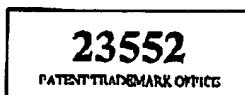
- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(c) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby appoint the attorney(s) and/or patent agent(s) associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.



I hereby authorize them to act and rely on instructions from and communicate directly with the person/assignee/attorney/firm/ organization who/which first sends/sent this case to them and by whom/which I hereby declare that I have consented after full disclosure to be represented unless/until I instruct Merchant & Gould P.C. to the contrary.

I understand that the execution of this document, and the grant of a power of attorney, does not in itself establish an attorney-client relationship between the undersigned and the law firm Merchant & Gould P.C., or any of its attorneys.

Please direct all correspondence in this case to customer number 23552.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2	Full Name Of Inventor	Family Name KREUTER	First Given Name RUEDIGER	Second Given Name GUENTER
0	Residence & Citizenship	City DARMSTADT	State or Foreign Country GERMANY	Country of Citizenship GERMANY
1	Mailing Address	Address HEINRICH-DELP-STR. 290	City DARMSTADT	State & Zip Code/Country 64297 GERMANY
Signature of Inventor 201:			Date:	

By: DENNIS J. WARWICK
Printed Name

Dennis J. Warwick
Signed

TECHNICAL FELLOW
Title

17 SEPT 04
Date



S/N 10/659,919

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

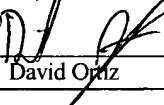
Applicant:	KREUTER	Examiner:	UNKNOWN
Serial No.:	10/659,919	Group Art Unit:	UNKNOWN
Filed:	SEPTEMBER 11, 2003	Docket No.:	02968.0215USU1
Title:	REMOTE PERSONALIZATION AND ISSUANCE OF IDENTITY DOCUMENTS		

CERTIFICATE UNDER 37 CFR 1.10:

"Express Mail" mailing label number: EV408489648US

Date of Deposit: September 17, 2004

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By: 
Name: David Ortiz

DECLARATION BY JAMES A. LARSON

I, James A. Larson, declares as follows:

1. I am an attorney with Merchant & Gould P.C., P.O. Box 2903, Minneapolis, MN 55402-0903 (M&G).
2. M & G represents DataCard Corporation of Minnetonka, MN (DataCard) in various intellectual property matters, including the above-referenced patent application.
3. In a letter dated June 2, 2004, I sent a copy of the application papers, including the specification, claims and drawings, along with a Combined Declaration and Power of Attorney, to Mr. Ruediger Kreuter at his last known address.
4. As of the date of this declaration, I have not received a signed copy of the Combined Declaration and Power of Attorney from Mr. Kreuter.

5. As of the date of this declaration, I have not received a communication from Mr. Kreuter indicating that the Combined Declaration and Power of Attorney for the above-referenced application has been or will be signed.

6. I have reviewed what I believe to be a complete employment agreement effective January 1, 2001 between DataCard, DataCard Deutschland GmbH, Contec and Mr. Kreuter.

7. It is my conclusion after reviewing the entire agreement that the agreement to assign in Mr. Kreuter's employment agreement is not dependent on specified conditions being met.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such false statements may jeopardize the validity of the application or any patent issued thereon.

9/17/04

Date


James A. Larson

